



U N I V E R S I T Y O F  
**SOUTH CAROLINA**

AMENDMENT NO. 1 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SUBJECT: SOLICITATION NUMBER: USC-RFP-2325-CJ  
PROVIDE MANAGEMENT SOFTWARE FOR ADVISING AND COUNSELING STUDENTS FOR  
ALL ACADEMIC UNITS AND ON THE EIGHT CAMPUSES WITH MULTIPLE LOCATIONS  
ACROSS THE STATE OF SOUTH CAROLINA THAT COMPRISE THE UNIVERSITY OF SOUTH  
CAROLINA SYSTEM

DATE: October 10, 2012

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This Amendment **No.1** modifies the Request for Proposals only in the manner and to the extent as stated herein.

Vendor Questions and Answers

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BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 1** IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Date

**THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR  
A:**

**QUESTION NO. 1:** Although our company is insured to meet at least the minimum requirements in Arizona, we have no intention of research and becoming compliant with South Carolina insurance rules. We also do not provide copies or amounts of our insurance. Would our company still be considered if we refuse this information?

**ANSWER:** Because we feel that the offeror will be spending a significant amount on campus during the contract term performing contract work, we feel it is important that the contract carry adequate liability insurance in case of property damage and/or bodily harm (for which the contractor is legally liable) occurs while the contractor is on campus performing contract work. Therefore, we chose to include the Contractor's Liability Insurance clause in Section VII. Terms and Conditions - B. Special of the solicitation. Paragraph 1 of the clause reads as follows:

**Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.**

**Because the Contractor's Liability Insurance clause is included in the Terms and Conditions section of the solicitation, it is mandatory that the successful offeror awarded contract from the solicitation adhere to the contractual requirement and provide a copy of its liability insurance certificate within ten (10) days upon the posting of the intent to award or statement of award and on each contract anniversary date thereafter attesting to such insurance coverage.**

**If the successful offeror awarded contract from the solicitation refuses to provide a copy of its liability insurance to the University within ten (10) days upon the posting of the intent to award or statement of award and on each contract anniversary date thereafter attesting to**

**such insurance coverage, it would run the risk of defaulting on the contract and possibly having the contract terminated for cause by the State.**

**QUESTION No. 2:** We don't have video training, but we do have a wiki link and free training sessions done over the phone. Is the prerecorded video training a mandatory requirement?

**ANSWER:** Wiki link and free training sessions done over the phone will be fine with us.

**THE FOLLOWING QUESTION WAS RECEIVED FROM VENDOR B:**

**QUESTION:** Solicitation # USC-RFP-2325-CJ  
Date printed October 4, 2012  
Procurement Officer: Charles Johnson

The last page of the RFP "Offeror's Checklist" advisors Do NOT include any of your standard contract forms!

However at page 14 #2 c., a sample of the Standard Support Agreement is required. This is what we consider a contract. Additionally, we will also include our Software License Agreement in this section as the Support Agreement references the Software License Agreement.

By including, am I then not following instructions that specify not to include the standard contract forms.

**ANSWER:** Please disregard the first item on the Offerer's Checklist page of solicitation no. USC-RFP-2325-CJ. It is a generic checklist that we include in the solicitations we issue. The first item on the Offeror's Checklist it is not applicable for this solicitation. For this solicitation, we have specifically asked offerors to provide a copy of their Standard Support Agreement (to include detail of service levels for up time, maintenance windows, system responsiveness, etc. for their proposed Student Advising and Counseling System) as a SAMPLE document in their proposals and clearly labeled as such.